



NORTHSIDE 10TH AND FANNING REVITALIZATION & SUSTAINABILITY PROJECT REQUEST FOR PROPOSALS

The City of Wilmington (City) is seeking bids for the Northside 10th and Fanning Revitalization Project funded by the United States Department of Housing and Urban Development's Community Development Block Grant Funds. Bid packages can be reviewed/received by download at www.wilmingtonnc.gov and the original can be viewed/requested at the City Municipal building located at 305 Chestnut Street, 2nd Floor, Community Services Department/Community Development Section, Monday – Friday from 8:00 a.m. – 5:00 p.m.

This project is subject to the Federal Labor Standards Form HUD 4010, Contract Work Hours and Safety Standards Act, The Copeland Act, Equal Employment Opportunities Act, Davis Bacon Act and includes the Davis Bacon Wage General Decision Number: North Carolina 130047 01/04/2013 NC47, Construction Type: Building for New Hanover County. Women and other Minority, Historically Underutilized and Disadvantaged Businesses are encouraged to apply. Women and other Minority Businesses and Historically Underutilized and Disadvantaged Businesses are encouraged to apply.

Contractors must be properly licensed under North Carolina laws governing their respective trades. Contractors must be eligible for bidding on federal projects as verified on the System Award Management System:

https://www.sam.gov/portal/public/SAM/?portal:componentId=8db50911-8037-43be-8794-745d38f69084&portal:type=action&interactionstate=JBPNs_r00ABXc0ABBFanNmQnJpZGdlVmllD0lKAAAAAQATL2pzZi9mdW5jdGlvbmFsLmpzcAAHX19FT0ZfXw**

A mandatory pre bid conference will be held at the project site located at 901 Fanning Street, Wilmington on Friday, July 31, 2013 at 10:00 a.m. If you have questions regarding the pre bid conference and/or scope of work please contact the City's Senior Rehab Specialist, Gene L. Langley at 910.341.7836 or gene.langley@wilmingtonnc.gov.

All bid proposals must be sealed and will be accepted by the City, Community Services Department/Community Development Division at 305 Chestnut Street, 2nd Floor, Wilmington, North Carolina 28402-1810 until **5:00 p.m. on August 16, 2013** or by mail at P. O. Box 1810, Wilmington, NC 28401. Bid proposals must be marked 'Northside 10th and Fanning' and proposals received after the time and date specified will not be considered.

All acceptable bid proposals must include a copy of the contractor's license, three examples of previous projects, and three references. The awarded contractor will be required to show proof of general liability no less than \$1,000,000 each occurrence for bodily injury and property damage and/or if general aggregate limit it shall be twice the amount, Business Automobile Insurance providing limits at least \$1,000,000 each accident (including hired/non owned autos), Worker's Compensation and Employer's Liability Insurance at least in the amount of the statutory benefits under North Carolina Worker's Compensation Law and/or a blanket fidelity bond that meets the City's requirements. A Performance Bond will be required for the amount of the award.

The sealed bid opening will be held on **Monday, August 19, 2013 at 10:00 a.m.** at the City Municipal Building, 305 Chestnut Street, Wilmington, 2nd Floor Conference Room. Any questions or comments regarding this bid solicitation notice and requirements can be made to Teresa Campo, Community Development Compliance Specialist at 910.341.3236 or teresa.campo@wilmingtonnc.gov.

Contractor's Bid Proposal
Contractor-Name: _____

Contractor Address: _____
Taxpayer ID Number: _____
Property Owner: CITY OF WILMINGTON
Job Location: **North 10th and FANNING**

I, the undersigned officer of the contractor, have inspected the above referenced property and have familiarized myself with the requirements of the work write-up and drawings (if any) for the rehabilitation and/or construction and certify that I have the proper license(s) and insurance as required by the City of Wilmington to accomplish the work specified.

I propose to furnish all labor, materials and equipment necessary to accomplish the work required by the work write-up and drawings (if any) for the sum of \$_____.

All work shall be completed within _____ calendar days following issuance of the proceed order by the City of Wilmington.

A properly executed confirmation of pre-bid examination form is attached to this proposal.

(Signature Contractor) (Date)

CONFIRMATION OF PRE-BID EXAMINATION

Contractor Name: _____

Contractor Address: _____

Property Owner: **CITY OF WILMINGTON**

Property Location: **10th and FANNING STREET WILMINGTON NC**

The individual listed below, representing the contractor, examined the property listed above to become familiar with the proposed repair work. I (we) understand that the general contractor listed above may submit a bid for the proposed work.

I (we) further understand that it is improper for anyone to offer any bonuses, kickbacks, commission, side deals or any other incentives as an inducement to select a particular contractor.

(Signature of Contractor’s Representative) (Date)

BID REQUEST

Bids Due: **August 14, 2013 by 5:00 p.m.** Bids Released: **July 24, 2013**

Project: **Northside 10th and Fanning Revitalization Project**

,

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construction, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid: _____

Dollars : \$_____

If awarded the Contract, the Bidder agrees to have on file with the Cityy all required documents for verification of licensing and insurance. It is further agreed that if awarded this contract, 10% of all requested payouts will be retained until the project is completed to the approval of the City and all approving agents. Completion of the project will require _____ working days.

Contractor Information:

Name:	_____
Address:	_____
City, State, Zip Code	_____
Phone:	_____

Contractor Signature: _____

Date: _____

GENERAL CONDITIONS

- 1) SCOPE of the work shall include all labor, materials, equipment, permits, plans, drawings, and services necessary for the proper completion of the rehabilitation property identified in these specifications.
- 2) THIS WORK WRITE UP shall take precedence over ANY PREVIOUS SPECIFICATIONS.
- 3) THE DRAWINGS of floor plans, if any, are diagrammatic only, illustrating the general intention of the City; they do not show all the work required, exact dimensions, or construction details
- 4) CHANGE IN THE WORK including substitutions of materials, change in the scope of work required by these specifications, which may be proposed by the Contractor or found necessary or desirable as the work progresses, shall be submitted via change order with price change given and shall be approved by the City's Senior Rehabilitation Technician BEFORE any work incidental thereto is authorized and/or started.
- 5) WORKMANSHIP shall be done in accordance with the standards of the several trades known as a "workmanship" manner.
- 6) MATERIALS shall be new and in compliance with the North Carolina Building Code.
- 7) REPAIRS shall be made to all surfaces damaged by the Contractor resulting from his/her work under this contract at no additional cost to the owner.
- 8) INSPECTION OF THE WORK during normal working hours by authorized inspectors shall be permitted by the Contractor, and the work shall be subject to the inspector's approval and acceptance of the homeowner.
- 9) SUBCONTRACTORS shall be bound by the terms and conditions of this contract insofar as it applied to their work; but this shall not relieve from the General Contractor, if such a one is awarded the contract, from the full responsibility to the City for the proper completion of all work to be executed under this agreement, and he/she shall not be released from this responsibility by any subcontractor agreement he/she may make with others.
- 10) BIDS OR PROPOSALS will be submitted at the bidder's risk and the City reserves the right to reject any and all bids or proposals.
- 11) BUILDING CODES all work to be done shall be subject to the regulations of the N. C. State Building Codes and Rehabilitation Standards incorporated herein by reference and set forth in these Specifications and monitored by Senior Rehabilitation Technician.
- 12) CLEAN UP AND CLEARANCE- Clean-Up -Shall be the responsibility of the Contractor
- 13) ADJACENT PROPERTY when adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the City thereof of such hazards.
- 14) TRADE NAMES are used in the Specifications to establish the quality and type of material required. The exact material, brand and grade to be used on a specific property will be described in the work write up for the particular property.
- 15) HISTORICAL BUILDINGS – This property was subject to an environmental review and included Historic Preservation comments and/or factors and have been considered in the work specifications.
- 16) WORKER'S SANITARY FACILITIES - Adequate sanitary facilities for convenience of all workers shall be provided. Temporary facilities shall be connected to a sewer. In lieu of connecting to a sewer, the temporary facility may be a portable, enclosed, chemically treated, tank tight unit.
- 17) TEMPORARY ELECTRICAL POLE - Must be provided by contractor if electrical service is not available on work site.
- 18) SAFETY - Proper safety standards shall be maintained in accordance with the Occupational Safety and Health Standards for the Construction Industry.
- 19) FINAL INSPECTIONS OF WORK- Contractor shall, at the final close out of all work, provide a copy of the printout, issued by the New Hanover County Building Inspections

Department, which is a list of all inspections performed by the New Hanover County Building Inspections Department and associated landfill dump tickets to the Senior Rehabilitation Technician.

GENERAL

Remove brush and mow weeds/grass, remove poison ivy and other vines from remaining buildings, trees, etc. Maintain structural integrity of retaining wall(s), Re-build cross tie retaining walls. All substantial trees are to be retained, substantial trees are 6” diameter and above.

ITEM #1 BLDG-N
Demolish Per Specifications (Attached Hereto)



\$ _____

ITEM #2 BLDG- I
Repair roof and windows, replace rotted exterior siding/fascia, paint exterior, and secure building per boarding specifications (Attached hereto)



\$ _____

ITEM 3BLDG- D (Quonset Hut)
Metal - Patching and Coating.
PREPARATION of metal roofing, valleys, and where seams join together. Remove all dirt, rust, scale, and loose existing coatings from the metal building Properly Secure all loose metal (Some areas may have to be secured with sheet metal screws.)
PATCH AND SEAL - all holes, breaks, cracks and utility penetrations with a roofing patch (such as a "pro patch" used for filling and sealing around roof penetrations) and reinforced with a reinforcing fabric.
ROOF COATING. After the Preparation and the Patching process above is completed, apply an Elastomeric roof coating over all metal roof areas as per manufacturers specifications, of the “Silver- Shield” (See Attached) system or **approved equal**.
BOARD WINDOWS – See Specifications.



Energy Seal Coatings

Liquid Applied, Fully Adhered Roof and Wall Solutions

Silver Shield

Asphalt based aluminum roof coating

DESCRIPTION

Silver Shield Roof Coating is formulated using quality-oxidized asphalt, fine grade leafing aluminum pigment with polyethylene fibers. Formulated to provide excellent suspension and maximum reflectivity. The superior U.V. resistance of Silver Shield Roof Coating gives an extremely durable roof coating. Meets ASTM D-2824

USES

Silver Shield Roof Coating will provide a highly reflective weatherproofing barrier over built-up, modified bitumen, and metal roofs; as well as sidewalls. Other surfaces should be tested for adhesion before coating.

FEATURES & BENEFITS

- ✓ Excellent solar reflectance, 64%
- ✓ Industry leader in thermal emittance, 43%
- ✓ One-coat application without the need of a rust primer
- ✓ Provides a durable waterproof barrier over metal, modified bitumen, and built-up roofing
- ✓ High quality natural and synthetic fibers, contains NO ASBESTOS or glass fibers
- ✓ Superior aluminum pigment
- ✓ Protects against mild acid and alkali vapor and condensation
- ✓ Can be applied in colder temperatures than water-based coatings
- ✓ Formulated to provide excellent suspension and solar reflectance
- ✓ Superior UV resistance
- ✓ Meets ASTM D-2824

PREPARATION

Surface must be power washed using a detergent to remove dirt, loose coating, excessive chalk, and other foreign matter, which will prevent proper adhesion. Rust must be wire brushed prior to application. Surface must be clean and dry prior to coating. IR scan is suggested for flat roofs to determine moisture content prior to application of Silver Shield.

Confirm that the surface to be coated has positive drainage. Ponding areas must be corrected to insure positive drainage before application of Silver Shield. All new asphalt built-up roofing must be allowed to weather a minimum of 90 days. Aged BUR and Mod. Bit. May need to be primed with Re-New It primer.

APPLICATION

Apply with a soft brush, roller or 2000 - 3000 psi airless, 2 gpm with a .043 tip.

Silver Shield Roof Coating is to be applied at 2.25 gallons (36 wet mills) per square, two coats. This will produce a 16 mill dry coating. Silver Shield requires mixing before and during application to insure uniformity of the coating.

DO NOT THIN.



Silver Shield

V.O.C.
<425g./lit.

Rev. 01/08

Manufactured by Advanced Coating Systems, Inc.

www.energy-seal.com

Seal It. Conserve It. Protect It.

800-587-3758

\$ _____

ITEM#4 BLDG F-
Demolish(Per Specifications) salvage brick for re-use and store/stack in designated area.



\$_____

ITEM#5 FENCING-
Removal and proper disposal of existing fence, barb wire and/or gates.

Install approximately 1,200 linear feet of 7' feet tall - 9 gauge - galvanized chain link fence, including (1) 30 ft. double drive gate, 6 5/8" Sch40 gate posts 3" Sch40 terminal posts. 2 - 1/2" Schmo line posts, 1 - 5/8" Sch40 top rail, Install 3 strands of barbed wire, bottom tension wire, braced and trussed, and all posts set in concrete footers.

\$_____

ITEM 6 RETAINING WALLS-Remove the damaged and deteriorated Cross tie retaining walls and Properly re-build in the same locations using new creosote treated cross ties.

\$_____

SPECIFICATIONS FOR BOARDING

Properly install 1/2” plywood covering at all window and door openings ,secured with 1-1/2” screws min..paint two coats of exterior enamel (Antique White.)

- 1.Plywood will be 1/2” thick ,cut to fit inside all access or egress points (windows and doors)
- 2. Plywood shall be secured by 1 1/2 “ Grabber” type drywall screw(s) and nailed into the openings at 6”intervals.
- 3. Paint two coats of exterior enamel (Antique White.).

SPECIFICATIONS FOR DEMOLITION

Scope: The work covered by these specifications consists of furnishing all labor, equipment, and materials necessary to completely demolish and remove from the premises the existing building(s) located at:

1. Removal of Debris: All debris of all descriptions shall be completely removed and disposed of by the contractor including but not limited to: materials above and below ground, all wood, chimneys, underground cisterns, electrical, plumbing, concrete slabs, footings, and yard debris. Contractor shall completely mow all grass and weeded areas of the parcel, scarify all bare areas, sow Kentucky 31 grass seed, lightly mulch and water. Contractor shall haul in top soil fill dirt for all holes, ditches, or depressed areas left as a result of the demolition prior to sowing grass seed. All prominent trees are to be protected during demolition and left standing. Contractor shall note that no on-site burning shall be allowed. All land fill fees or disposal fees of any kind shall be paid for by the contractor. All materials shall be disposed of in accordance with applicable state and federal law. Disposal by landfilling shall be at a landfill that has obtained all permits as required by North Carolina law.

2. Safety Requirements: The Contractor shall secure the area around the buildings by use of signs, barricades and personnel to assure that only authorized personnel will be on the site from the time of the beginning until completion. The Contractor shall not leave any part of the structure in a hazardous condition overnight or at the any time. If underground storage tanks are discovered on the property, demolition shall cease and the contractor must report this discovery to the appropriate DEHNR office. If required, disposal of tank(s) shall be negotiated under a separate contract with a contractor qualified to remove hazardous materials. In addition, all rules and regulations of the Department of Labor, Occupational Safety and Health Administration, shall be abided by.

3. Notification of Commencement of Work: The utility companies shall be notified by the Contractor and check made by them as to the location of any underground services on the site, and a proper disposition made prior to commencement of work.

The contractor shall notify Progress Energy to disconnect any service and remove any meters and lines from the building.

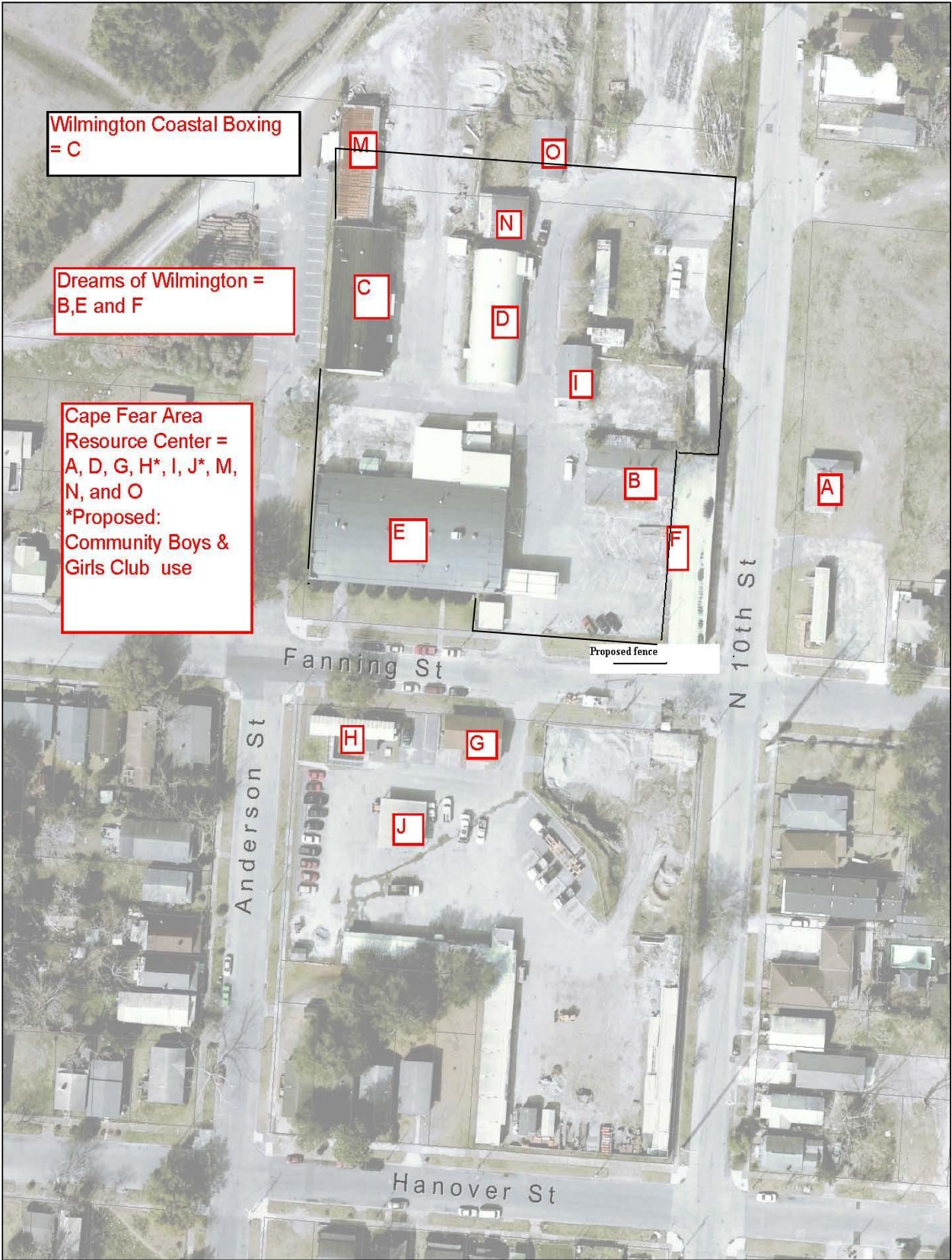
The Contractor shall notify the City of Wilmington Utilities Department to have the water service disconnected prior to commencement of work.

The Contractor shall notify Piedmont Natural Gas to disconnect any service and remove any meters and lines from the buildings(s)

4. Permit: The Contractor shall obtain, and pay for, a demolition permit from all applicable city and county agencies prior to beginning work on this demolition.

5. Other Laws and Regulations: The Contractor will comply with any and all applicable federal, state, and local standard, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state, or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

SITE DIAGRAM



Cape Fear Area Resource Center

PROJECT TOTAL \$ _____

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: NC130047 01/04/2013 NC47

Superseded General Decision Number: NC20120047

State: North Carolina

Construction Type: Building

Counties: New Hanover and Pender Counties in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date
0 01/04/2013

IRON0848-005 12/01/2010

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.50	8.90

* PLUM0421-003 07/01/2012

	Rates	Fringes
PIPEFITTER.....	\$ 24.40	9.35

SUNC2011-028 08/24/2011

	Rates	Fringes
BRICKLAYER.....	\$ 19.00	0.00

CARPENTER (Drywall Hanging		
Only).....	\$ 13.83	0.00
 CARPENTER (Form Work Only).....		
	\$ 13.38	1.80
 CARPENTER, Excludes Drywall		
Hanging, and Form Work.....	\$ 17.87	4.53
 CEMENT MASON/CONCRETE FINISHER...		
	\$ 15.80	0.00
 ELECTRICIAN.....		
	\$ 20.64	6.68
 HVAC MECHANIC (HVAC Duct		
Installation Only).....	\$ 17.37	1.82
 LABORER: Common or General.....		
	\$ 10.46	0.77
 LABORER: Landscape &		
Irrigation.....	\$ 9.13	0.28
 LABORER: Pipelayer.....		
	\$ 13.35	2.80
 LABORER: Mason		
Tender-Brick/Cement/Concrete.....	\$ 12.00	0.00
 OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 18.47	2.41
 OPERATOR: Bulldozer.....		
	\$ 16.00	1.87
 OPERATOR: Crane.....		
	\$ 19.77	4.48
 OPERATOR: Forklift.....		
	\$ 13.86	0.00
 OPERATOR: Grader/Blade.....		
	\$ 15.72	1.49

OPERATOR: Loader.....\$ 16.17 0.25

**PAINTER: Brush, Roller and
Spray.....\$ 12.35 0.00**

PLUMBER.....\$ 18.48 3.93

ROOFER.....\$ 11.78 1.06

**SHEET METAL WORKER, Excludes
HVAC Duct Installation.....\$ 15.81 1.40**

TRUCK DRIVER.....\$ 13.38 1.48

**WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.**

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**Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).**

**The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular**

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination*
- * a survey underlying a wage determination*
- * a Wage and Hour Division letter setting forth a position on a wage determination matter*
- * a conformance (additional classification and rate) ruling*

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

***Branch of Construction Wage Determinations
Wage and Hour Division***

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION